



## TOWN OF NANTUCKET

### REQUEST FOR PROPOSALS

#### NANTUCKET HARBOR: SHIMMO AND PLUS PARCELS SEWER EXTENSION PROJECT PROFESSIONAL ENGINEERING SERVICES

The Town of Nantucket seeks proposals from qualified engineering firms for professional engineering services that will include design, bidding, construction administration and resident inspection services for the Nantucket Harbor: Shimmo and Plus Parcels Sewer Extension Project. The Town seeks proposals to its RFP from engineering firms for professional engineering services related to the construction of new sewers in the Needs Areas of the Town of Nantucket's Comprehensive Wastewater Management Plan (CWMP) and associated updates, known as *Nantucket Harbor Shimmo and PLUS Parcels* (as shown in the attached maps). This Project is subject to the provisions of the MassDEP SRF loan program. DBE/MBE/WBE requirements shall be included in the contract documents in accordance with MassDEP. The engineering firm selected will be responsible for designing the new sewer system, preparation of Contract Documents (Plans and Specifications) for bidding, bidding services, construction administration and resident inspection services. At least 4,200 hours of a resident inspector's time shall be budgeted during the construction phase of the project.

#### I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS.

1. Request for Proposals and Proposal Forms may be obtained online at [www.nantucket-ma.gov](http://www.nantucket-ma.gov) on the Procurement page and will be received **until 3:00 PM, Tuesday, May 3 2016** at the Procurement office, Town Administration, 16 Broad Street Nantucket MA. **Five (5) copies of the application must be submitted in a sealed envelope.** All written applications will be evaluated and a short list of finalists will be developed. The finalists may be interviewed and a final selection made after the completion of the interview process.
2. Price and non-price (technical) proposals must each be submitted in separate envelopes that are sealed and clearly marked:

*Price Proposal for Engineering Services for Sewer Extension Project.*  
*Technical Proposal for Engineering Services for Sewer Extension Project*

If the proposal is mailed, the sealed price proposal and separately sealed non-price proposal must both be enclosed in a separate sealed envelope for mailing. **Failure to comply strictly with these requirements may result in the rejection of a proposal.**

3. Proposals shall not be opened publicly, but will be opened in the presence of one or more witnesses. At the opening of the proposals the Chief Procurement Officer shall prepare a

register of proposals which shall include the name of each offeror and the number of modifications, if any, received. The register of proposals shall be open for public inspection. Proposals will not be available to the public until after the evaluation of proposals is complete.

4. Award date. Award will be made within forty-five (45) days after proposal opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All submittals shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance. The Town shall award a contract, if at all, to the responsible offeror whose proposal is responsive and the most advantageous taking into consideration price and the evaluation criteria set forth in this Request for Proposals.
5. If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed or faxed to all companies and individuals on record as having requested the RFP. Each responder shall acknowledge receipt of any and all addenda issued by submitting acknowledgment forms provided with any Addenda; and if no such forms are provided with the addenda, on the face of the offeror's non-price (technical) proposal. **Failure to do so shall be cause to reject the submittal as being unresponsive.**
6. Questions concerning this RFP must ONLY be submitted in writing to: Heidi Bauer, Chief Procurement Officer, 16 Broad Street, Nantucket, MA 02554, **before 2 PM, Friday, April 29, 2016.** **Attempts made by proposers to contact other Town employees directly with questions subject the proposer to disqualification.** Questions may be delivered, mailed, emailed (hbauer@nantucket-ma.gov) or faxed. Written responses, if any, will be in the form of addenda to this RFP and will be posted on the Town website and mailed, emailed or faxed to all companies and individuals on record as having requested the RFP.
7. Responses may be modified, corrected or withdrawn only by written notice received by the Town of Nantucket prior to the time and date set for the response opening, except as provided in the next paragraph. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_" and must reference the original RFP response.
8. An offeror may correct, modify, or withdraw a proposal by written notice received in the office designated above prior to the time and date set for the receipt of all proposals. After such time and date, an offeror may not change the price or any other provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. The procurement officer shall waive minor informalities or allow the offeror to correct them. If a mistake and the intended bid are clearly evident on the face of the proposal document, the procurement officer shall correct the mistake to reflect the intended correct offer and so notify the offeror in writing, and the offeror may not withdraw the proposal. An offeror may withdraw a proposal if a mistake is clearly evident on the face of the proposal document but the intended correct offer is not similarly evident.
9. Negligence on the part of the responder in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.

10. The Town of Nantucket reserves the right to reject any and all responses and to waive any minor informality in responses received whenever such rejection or waiver is in its best interest and to the extent doing so is permitted by law.
11. The Town of Nantucket will not be responsible for any expenses incurred in preparing and submitting responses. All submittals shall become the property of the Town of Nantucket. All plans, specifications and other documents resulting from this contract shall become the property of the Town of Nantucket. All proposals shall be deemed a public record.
12. Responders must be willing to enter into the Town of Nantucket's standard form of contract, which is attached to this RFP. Submitting a proposal to this RFP shall be deemed acceptance of the terms provided in Nantucket's standard form contract. The successful Designer will not be considered an employee of the Town and will not receive any benefits of any employee.
13. The RFP, and any subsequent contract for the services, is hereby issued in accordance with M.G. L. c. 30, §39M.
14. Sealed proposals received prior to the date of opening will be kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed, sealed and/or identified.
15. Any proposals received after the advertised date and time for opening will be returned to the responder unopened.
16. Purchases by the Town of Nantucket are exempt from federal, state and municipal sales and/or excise taxes.
17. The Tax Compliance Certification and the Certificate of Non-Collusion, included in this RFP, must be completed, signed, and enclosed with the non-price proposal. These forms must be signed by the authorized individual(s).
18. Unexpected closures. If, at the time of the scheduled response opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 3:00 PM on the next normal business day. Proposals will be accepted until that date and time.
19. The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages submittals from qualified MBE/DBE/WBE firms.
20. Responders should be aware that many overnight mailing services do not guarantee service to Nantucket.
21. Responses to the RFP must be prepared according to the guidelines set forth herein. Selection of the successful responder will be based upon an evaluation and analysis of the information and materials required under the RFP.

## II. PROJECT OBJECTIVES

### Project Description

The Town of Nantucket, hereinafter referred to as the "Owner", seeks proposals to its RFP from qualified engineering firms, hereinafter referred to as the "Designer" for professional engineering services that will include design, bidding, construction administration and resident inspection services related to the construction of new sewers in the Needs Areas of the Owner's CWMP known as *Nantucket Harbor Shimmo and PLUS Parcels* (as shown in the attached maps). This Project is subject to the provisions of the MassDEP SRF loan program. DBE/MBE/WBE requirements shall be included in the contract documents accordance with MassDEP. The Designer selected will be responsible for designing the new sewer system, preparation of Contract Documents (Plans and Specifications) for bidding, bidding services, construction administration and resident inspection services. At least 4,200 hours of a resident inspector's time shall be budgeted during construction.

### *Nantucket Harbor Shimmo Needs Area*

The Nantucket Harbor Shimmo Needs Area immediately abuts Nantucket Harbor and the Town Sewer District. This Needs Area has been the subject of model run scenarios completed for the Owner by SMAST (UMass Dartmouth-School for Marine Science and Technology) in conjunction with the CWMP, in order to arrive at solutions to meet the TMDLs (Total Maximum Daily Load) in the overall watershed.

The Needs Area encompasses approximately 391 acres, of which 303 are developed. There are 272 total parcels, with 219 developed. There are 35 undeveloped parcels of which 25 are residentially developable in the future. There are also 13 municipal/conservation parcels within this Needs Area.

The Needs Area is plagued with severe soils, over 90 percent Evesboro Sands that are detailed by the United States Department of Agriculture Soils Conservation Service as constrained as they percolate very fast and do not afford time in the soil layers to cleanse before discharging into groundwater and thus travel fast. Properties of this soil association are highly permeable, depth to seasonal high groundwater and susceptibility to flooding. Evesboro Sands do not adequately filter the effluent, which leads to groundwater contamination. The other predominant soil prevalent in this Needs Area is Riverhead Sandy Loam, which is a moderately rapid permeable soil and does not provide sufficient filtering of effluent.

There are approximately 44 acres out of the total 391 acres of severe groundwater limitation, which limits the proper absorption of effluent and leads to potential groundwater contamination. The majority of this Needs Area is serviced with private water wells, thus posing additional threat from inadequately operating on-site wastewater disposal systems. Approximately 9 percent of the area's systems are located on lots less than or equal to ½ acres and over 35 percent were built before 1978 (Creation of Title 5). Based on qualifying criteria from the 2004 CWMP, together with the

results of nitrogen loading documented in the Nantucket Harbor MEP, the Nantucket Harbor Shimmo Needs Area qualifies as an area needing an off-site wastewater disposal solution as documented in the 2015 CWMP Update.

The work in the Nantucket Harbor Shimmo Needs Area will consist of 30,800 linear feet of gravity and low pressure sewer. Some of the roads included in the area are:

- Brewster Road
- Cathcart Road
- Shimmo Pond Road
- Harborview Drive
- South Valley Road
- Middle Valley Road
- Juniper Hill

Work shall be in accordance with the plans and specifications prepared by the Designer.

### **PLUS Parcels Needs Area**

The Plus parcels are various areas either within or directly abutting the Town Sewer District that for one reason or another were left out of the Sewer District. Most are sandwiched within the existing sewer or are either at the beginning or end of sewered streets. A complete review with the Owner's Planning Director and Director of Public Works identified and approved these parcels to be included in the sewerage plan moving forward. Most either immediately abut infrastructure or are in close proximity of collection system components.

The work in the PLUS Parcels Needs Area consists of constructing, complete with all equipment and accessories, 9000 linear feet of gravity and low pressure sewer in the Meadowbrook Road area, 2400 linear feet of gravity and low pressure sewer in the Tashama Road area, 900 linear feet of gravity and low pressure sewer in the Green Meadows Lane area and 1900 linear feet of gravity and low pressure sewer in the Bayberry Lane area, as well as any necessary pump stations.

Work shall be in accordance with the plans and specifications prepared by the Designer.

### **General Information**

The successful proposer will define the appropriate type of sewer based on an accurate instrument survey of actual elevations. There are 161 properties that will be connected to the municipal sewer system. The selected Designer will work with the Owner to get easements on the existing private roads for installation and maintenance of the municipal sewer.

Town Meeting voted to approve the project on Saturday April 2, 2016, subject to a debt exclusion vote on the Town ballot scheduled for April 12, 2016. Positive action on the ballot question is required for the project to proceed.

Maps showing the proposed areas for sewerage are included in this document as Attachments A and B.

## **SCOPE OF SERVICES**

The Scope of Work for the design phase, construction administration and resident inspection services related to the sewer extension project in the areas known as Nantucket Harbor Shimmo and PLUS Parcels is listed below:

### **TASK 1.0 Project Administration and QA/QC**

Manage the project throughout design, bid period and construction. Coordinate with the Owner, Owner's Project Manager, subconsultants and other involved parties.

Maintain project records including reports, design submittals, calculations, budgets and schedules.

Submit monthly progress reports.

Submit monthly invoices with sufficient detail to show the computational basis for the charges.

A QA/QC review will be conducted on every submittal prior to delivery to the Owner. Members of Designer staff not associated with the Project shall perform these reviews.

### **TASK 2.0 Field Investigations and Data Collection**

Effort under this task shall include field investigations and data collection, culminating in a complete and comprehensive inventory of existing physical features within the project corridor. All available plan and record information pertaining to utilities, property lines, ownership and other relevant data shall be collected and included on the base plan where appropriate. Right-of-Way (ROW) information shall be included on the base plans from available information and tied down to physical monuments, property line survey or deed research will be undertaken under this task.

The Designer must contact the various utility companies in order to obtain that information and place it on the drawings. Instrument surveys shall be performed to locate all appropriate existing physical features including, but not limited to, topographic features, existing sidewalks, property lines, curb, fences, building faces, waterways, culverts, manholes, including sizes for pipe, rim and invert elevations for drainage and sewer systems.

Provide copies of all documents obtained during research, all field notes and all computations in electronic format to the Owner.

Provide copies of all drawings in latest version of AutoCAD including all point files, field book files, digital terrain model files, alignment files, contour files, plot setting files or any other electronic file used in the preparation of the survey plans in accordance with latest standards or requirements of the Owner.

### **TASK 3.0 Basis of Design (30% Design)**

The Basis of Design Report (BODR) will compile the results from Task 2.0 above, and include the following:

- Provide a description of the existing conditions of the area.
- Establish the design criteria for the project.
- Identify special conditions and restrictions.
- Geotechnical and environmental review.
- Provides a concise summary of the proposed improvements.
- Provides an updated construction schedule and preliminary sequence of construction plan.
- Provide an updated capital cost estimate for the proposed improvements.
- Identification of anticipated permits that will be required
- Identification of construction staging area(s).
- Index of Contract Specifications.
- 30% design drawings of the proposed design improvements. The 30% design drawings shall include:
  - Index sheet
  - General notes and abbreviations sheets
  - Plan and profile views of the sewer designs for each area. These plans should include the proposed location of the new sewer mains, manholes and other appurtenances in comparison to all other existing features, including but not limited to:
    - a) Underground and Overhead Utilities (water, electric, cable, drainage, etc.)
    - b) Driveways, buildings and landscape features (fences, hedges, etc.).
    - c) Right-of-ways, edge of pavement, sidewalks and bike paths.
    - d) Any other existing features that may constrain or create an impediment.
  - Detail sheets
  - Traffic management plans

The Designer will submit the Draft and Final BODR for review and comment by the Owner. Following receipt of comments from the Owner, the Designer will meet with the Owner to review comments and revise the Draft BODR, as appropriate into a Final BODR.

#### **TASK 4.0 Permitting**

Due to the proximity of the project to outstanding resource areas, it may be necessary to permit this project. The Designer shall identify and locate existing wetlands and mean high water for inclusion on the Project base plans.

The Designer shall coordinate with the Nantucket Conservation Commission through site visits and preliminary meetings throughout the design process in order to identify and mitigate potential temporary and/or permanent impacts to any outstanding resource areas.

The Designer shall submit documentation to the MA DEP to identify any impacts to rare or endangered species habitat and mitigate any takings through the MEPA or MESA process.

The Designer shall prepare and submit the necessary documentation and application(s) to the Nantucket Conservation Commission and the MA DEP, including attendance at two public hearings to obtain an Order of Conditions.

The Designer shall initiate contact with the conservation, historic, and cultural commissions from the Owner in order to address any concerns and impacts resulting from this project. This includes attending site meetings, contacts through letters, and presentations to committees and planning boards, as well as documenting and incorporating specific requirements into the design.

The Designer shall be prepared to submit the necessary permit applications, which may include, but it is not limited to, one or more of the following:

- Notice of Intent to Nantucket Conservation Commission
- Development of a Stormwater Pollution Prevention Plan for both Nantucket Harbor Shimmo and PLUS Parcels Needs Areas in accordance with the requirements of the USEPA NPDES General Permit for construction.
- MEPA and/or MESA
- Natural Heritage & Endangered Species Coordination with DEP
- Water Quality Certification.
- Coordinate with MA DEP for authorization to award.

#### **TASK 5.0 Final Design**

Once the BODR (30% design) has been approved, final Contract Documents including plans and specifications sufficient to provide bidders all necessary information for a complete and informed bid shall be developed for advertisement and bid. The Contract Documents shall be prepared with the understanding that construction will be procured with filed sub-bids as determined by the Designer. The Designer will work with the Owner's Procurement Office to ensure that all legal requirements are met and that all applicable bid laws are met. Contract Documents shall consist of design plans and specifications.

The Contract Documents and the Designer's opinion of probable construction costs will be submitted to the Owner for review at the sixty (60%), ninety percent (90%) and final (100%) design milestones. The Designer's opinion of probable construction costs shall include quantities of all materials and unit prices for labor and materials as well as cost estimates for each item of work. Six (6) copies of the Contract Documents shall be submitted to the Owner for each milestone submission.

Specifications shall be prepared in CSI format including all required sections of Divisions 0 – 17 required to construct the work. Contract drawings shall be prepared in latest version of AutoCAD. Each milestone submittal shall incorporate all comments received from the Owner on previous reviews. The final, bid-ready Contract Documents shall be ready to be advertised for construction bidding and shall include a schedule for the bidding and construction award.



As stated above, this project will be partially funded by the Mass DEP SRF loan program, and it shall be the designer's responsibility to incorporate all state and federal requirements of the program in the contract documents.

#### **TASK 6.0 Meetings and Coordination**

Designer shall prepare the necessary visual aids, attend meetings with Owner's officials, boards and committees, residents, project abutters, and other interested parties at various stages of the design.

The Designer shall be required to cooperate with the Owner's Project Manager, in the provision of services for the project including but not limited to, value engineering, construction phasing, and overall coordination.

At the early stages of the design, the project shall be presented to the public as part of a series of informal meetings/workshops with project stakeholders, including project abutters and the business community. The Owner believes this is the best forum to present the project, allow the community an opportunity to fully understand the project, voice their concerns as well as support, and allow public officials the opportunity to respond. In addition to public participation, it is equally important to maintain communication among project proponents, Town officials and the business community throughout the design process. The Designer must also attend on-island required meetings with the Owner and the Owner's Project Manager to review the design documents, the bidding schedule, and construction schedule to develop project priorities and milestone schedules.

The Designer shall accomplish this through monthly progress meetings. The Designer should anticipate attendance at approximately twelve (12) official meetings as follows:

- One (1) kick-off meeting with Owner, and Owner's Project Manager.
- Two (2) public informational/workshop meetings with the Owner and Owner's Project Manager.
- A maximum of seven (7) progress meetings with Owner, Owner's Project Manager and project stakeholders.
- A maximum of two (2) hearings with the Nantucket Conservation Commission

#### **TASK 7.0 Bidding Services**

This task includes coordination with the Owner to assist with the advertisement for bid and selection of a construction contractor. The Owner will advertise the project in the local paper and *Central Register* and manage the document distribution and qualified bidder selection.

The Designer shall prepare and distribute all addenda, and shall conduct a pre-bid conference.

The Designer shall also be present at all walk-throughs and the bid opening. After the Chief Procurement Officer officially opens the bids and reviews all submissions for eligibility, responsiveness and responsibility, the Designer will check bid references as set forth on the Eligibility and Update Statements, and will submit substantiating paperwork in support of the

reference checks. The Designer will receive a copy of the official bid tally sheet from the Chief Procurement Officer and will be required to provide a detailed spreadsheet incorporating tally sheet information and all additional information gathered on the bidders to the Owner for review along with a written recommendation of award to the Owner.

#### **TASK 8.0 Construction Administration and Resident Inspection Services**

- The Designer must be present and active on the site periodically during the lifetime of the project. Construction oversight should be coordinated with the Designer's Resident Inspector and Owner's Project Manager to assure work is in accordance with the Contract Documents until the completion and acceptance of the Project.
- Recommend condemnation of all Project work observed by the Designer that fails to conform to the Contract Documents.
- Decide all questions regarding interpretation of or compliance with the construction documents, except as the Owner may, in writing, otherwise determine.
- Review and act on all requests for changes in the Contract Documents for the Project.
- Report to the Owner, in writing on a monthly basis, on the progress of the construction.
- Conduct semi-final and final inspections of the construction and report the results of such inspections in writing to the Owner.
- Shop Drawing Review – Prepare a shop drawing log and maintain shop drawing files electronically and in hard copy form. Review samples, schedules, shop drawings and other submissions submitted by the construction contractor for general compliance with Contract Documents. As a minimum, the log should include dates for submittals submitted by contractors, reviewed and returned by the Designer, and any subsequent dates for resubmittals and reviews. The updated shop drawing log shall be submitted to the Owner on a monthly basis. Shop drawing budget is based on contractor submitting shop drawings meeting requirements of the construction Contract Documents, with one resubmittal. Shop drawings not meeting these requirements will be returned to the contractor unreviewed. Review documents for SRF compliance. At the final completion inspection, transmit one complete set of shop drawings to the Owner.
- Periodic Site Visits – Designer's Project Manager shall visit site and review progress with Resident Inspector on a regular basis. Require each consultant employed by the Designer to make site visits periodically for the same purposes during the progress of that portion of the construction to which the consultant's services relate; and to report in writing thereon to the Designer.
- Request for Information (RFI's) - Prepare supplementary information and drawings/sketches as required to clarify/resolve field construction problems that may occur.

- Field/Change Orders - Review construction related issues and inquiries presented by the contractor during construction of the collection system, new pump station(s) (if necessary) and force main, low pressure sewer system. Inquiries or RFIs that result in a change in the project (either cost or plans) will be reviewed by the Designer and the Designer will prepare a written recommendation to the Owner on all such issues. Project changes resulting in a modification to the bid cost will be executed as a Contract Amendment and can only be approved by the Awarding Authority. The Designer shall be compensated for processing change orders that are not due to design omissions.
- Review Contractor Payment Requisitions - Review construction contractor's monthly application for payment requests based on quantities and work completed, and prepare a recommendation to the Owner through the Owner's Project Manager for payment to the Construction Contractor. Designer shall be responsible for tracking the budget for each project and preparation of SRF documentation for each contract in accordance with the SRF applications.
- Progress Meetings - Prepare for and attend monthly construction progress meetings for each Needs Area. It is estimated that meetings will be held weekly for the first two (2) months once construction begins, then monthly thereafter. Designer's Project Manager and Resident Inspector shall attend construction progress meetings. Designer shall distribute meeting minutes within three days of project meeting
- Substantial and Final Completion Inspections - Prepare for and attend one substantial completion and one final completion site inspection with the Contractor, Owner and Owner's Project Manager. Develop meeting minutes for both meetings and punch list of remaining items for completion after the substantial completion inspection.
- Resident Inspector- Provide full-time Resident Inspection services during construction of the Project. A period of four thousand two hundred (4,200 hours) over twenty-four (24) months has been budgeted for this project. Additional time for resident inspection services will be considered as an amendment to this agreement, if requested by the Owner.
- SRF Compliance – Assist the Owner in filing SRF related documents including contractor payment requests, quarterly reports, DBE/MBE/WBE requirements, and engineering payment requests including SRF forms for loan submittal and DBE/MBE/WBE requirements.

#### **Task 9.0    Post Construction Services**

- Warranty Period Services - Assist the Owner in warranty period services from the Contractor.
- Operation and Maintenance Manual - Prepare and submit for review and comment an Operation and Maintenance (O&M) Manual for the pump station(s) (if one or more are necessary per design). Meet with the Owner to receive comments for inclusion into the O&M Manual. Submit manual to MADEP for review and approval. Submit three (3) copies of the Final Operation and Maintenance Manual to the Owner along with a CD of the final document.

- Provide all field notes that must include swing ties and detailed sketches of locations of all pipe lengths and sewer service locations.
- Provide full as-built, record plans of the constructed work in the latest version of AutoCAD.

### **Period of Services**

Scope of Services shall be completed by the dates shown in the SRF schedule attached to this RFP, as Exhibit B, in order to meet SRF requirements and remaining tasks shall be completed within the contract period stipulated above (after receipt of the authorized construction notice to proceed from the Owner).

### **III. Minimum Qualifications of Designer**

All applicants must possess the following minimum qualifications:

1. Identify and list the qualifications of all team members and consultants expected to be used on this project and demonstrate evidence that each team member is a registered architect and/or registered professional engineer in the Commonwealth of Massachusetts.
2. Demonstrate knowledge of and experience with Massachusetts public construction laws and procedures.
3. Provide evidence of insurance for general liability (\$2 million combined single limit), automobile (\$2 million combined single limit), worker's compensation (statutory) and professional services liability (\$2 million minimum).
4. The applicant shall not be disqualified under M.G.L. ch. 7C, § 38D.
5. Thorough knowledge of the Massachusetts State Building Code and all statutes and regulations governing public building construction projects.

### **IV. Requirements for Application**

Responding Designers are to address each of the following requirements in a clearly labeled section of their response and in the same order.

1. Name and address of applicant including email addresses.
2. Brief resume of principals and of the staff to be assigned to the Project.
3. List of five (5) public or private projects similar to this Project which would best illustrate qualifications for the Project, with a focus on experience as it relates to sewer projects and for time-sensitive projects with specific dates. Photos may also be submitted. The description should include the scope of work, the extent of your involvement with the community, and a

description of the final project. Include the date of completion and the construction cost. References must be included.

4. The Designer shall provide evidence demonstrating the firm's record of quality and cost control on each similar project showing the pre-bid cost estimate, the bid cost, the final cost, the total change order percentage and the owner initiated change order percentage.
4. Names of engineers and other consultants that may be used for the Project.
5. Demonstrate a proposed approach to the project including methodology, a demonstrated understanding of the project needs and timeline for completion of project. Sufficient detail shall be included to demonstrate the methodology and resources the firm proposes to use to perform the services required, how exactly the project will be structured and how the work will be performed. This detail shall include a discussion of the firm's interaction with the Mass DEP and related programs.
6. The Designer shall submit evidence of its financial integrity and strength by providing its most recent corporate financial report.
7. Statement of any legal or administrative proceedings pending or concluded adversely to the applicant within the past five (5) years which relate to the applicant's performance of this type of work.
8. Appropriate certificates of insurance.
9. A "Certificate of Non-Collusion" and "Certificate of State Tax Compliance" must be signed and included with the proposal (forms attached).

In addition, each applicant must submit a written application which includes responses to the items required in the standard "DSB 2014 Application Form". (Exhibit A)

## **V. Comparative Evaluation Criteria**

1. Prior Similar Experience – The Firm and the specific individuals proposed for the job have sufficient and appropriate experience designing and supervising construction of the various components of the wastewater improvement projects.

HA = Proposer has completed more than two (2) projects with similar characteristics  
A = Proposer has completed two (2) projects with similar characteristics  
NA = Proposer has completed one (1) project with similar characteristics  
U = Proposer has completed no projects with similar characteristics

2. Utilization of Past Project Teams - The Firm's record of success utilizing similar

teams (staff and subconsultants and/or subcontractors) as a designer and construction manager.

HA = Proposer has completed more than two (2) projects with similar teams  
A = Proposer has completed two (2) projects with similar teams

NA = Proposer has completed one (1) project with a similar team  
U = Proposer has completed no projects with similar teams

3. Public Sector Knowledge - Whether the Firm and the specific individuals proposed for the job have demonstrated familiarity with Massachusetts public construction laws and procedures, public bidding laws, environmental rules and regulations and permitting, and Federal Government Land transfers.

HA = Proposer has demonstrated Firm and staff knowledge on Massachusetts public construction laws and procedures, public bidding laws, and environmental permitting.

A = Proposer has demonstrated limited Firm and limited staff knowledge on Massachusetts public construction laws and procedures and public bidding laws, and environmental permitting.

NA = Proposer has demonstrated no Firm or no staff knowledge on Massachusetts public construction laws and procedures and public bidding laws, and environmental permitting.

U = Proposer has demonstrated no Firm nor Staff knowledge on Massachusetts public construction laws and procedures and public bidding laws, and environmental permitting.

4. Quality and Cost Control - The firm's record of keeping construction costs within project budgets and design estimates.

HA = Proposer has completed more three (3) projects which have maintained budgets from the construction cost estimate through the final cost

A = Proposer has completed three (3) projects which have maintained budgets from the construction cost estimate through the final cost.

NA = Proposer has completed less than three (3) projects which have maintained budgets from the construction cost estimate through the final cost.

U = Proposer has completed no projects which have maintained budgets from the construction cost estimate through the final cost.

5. Professional Qualifications – The Firm has identified the individuals within the Firm's organization who will have direct charge of the work; and has identified subconsultants and/or subcontractors to be used on the project.

HA = Proposer has identified the entire team and how it is organized, including staff types, numbers, and team member responsibilities with subconsultants

and/or subcontractors. The Proposer has provided detailed staff resumes of which a majority shows similar project experience.

A = Proposer has identified the entire team and how it is organized, including staff types, numbers, and team member responsibilities with subconsultants and/or subcontractors. The Proposer has provided detailed staff resumes of which only some show similar project experience.

NA = Proposer has identified the entire team and how it is organized, including staff types, numbers, and team member responsibilities but without subconsultants and/or subcontractors. In addition the Proposer has provided detailed staff resumes of which presents limited similar project experience.

U = Proposer has poorly identified the team and how it is organized, including staff types, numbers, and team member responsibilities. In addition the Proposer has not provided a detailed resume for each team member.

6. Approach - The Firm's approach presents a clear understanding of the work required in a detailed, logical and highly efficient scheme which includes all of the requirements outlined in the RFP.

HA = Proposer has presented a clear understanding of the work required in a detailed, logical and highly efficient scheme which includes all of the requirements outlined in the RFP.

A = Proposer has presented an understanding of the work required using limited details and some unorganized logic and inefficient schemes, and has included all of the requirements outlined in the RFP.

NA = Proposer has presented a limited understanding of the work required and/or has not included all of the requirements outlined in the RFP.

U = Proposer has not presented a clear understanding of the work required and/or has not included all of the requirements outlined in the RFP.

7. Capacity to Perform - The Firm has adequate staff or other resources to perform the work.

HA = All of the staff or resources are available to immediately begin to perform the work and have the time available to provide the minimum level of effort specified throughout the duration of the project.

A = The Project Manager and Project Engineer and a majority of the staff or other resources are available to immediately begin to perform the work and have time available to provide the minimum level of effort specified throughout the duration of the project.

NA = The Project Manager and/or Project Engineer are not available to immediately begin to perform the work and do not have the time available to provide the minimum level of effort specified throughout the duration of the project, a majority of number of the staff or other resources are not available to immediately begin to perform the work or do not all have the time available to provide the minimum level of effort specified throughout the duration of the project.

U = None of the staff or other resources are available to immediately begin to perform the work or have time available to provide the minimum level of effort specified throughout the duration of the project.

8. Public Interaction and Coordination - The Firm and staff has demonstrated the ability to work effectively with Municipalities other consultants, regulators and other public agencies.

HA = Proposer has clearly demonstrated the ability of the Firm and staff to work effectively with Municipalities other consultants, regulators and other public agencies.

A = Proposer has demonstrated that the Firm and a majority of the staff has the ability to work effectively with Municipalities other consultants, regulators and other public agencies.

NA = Proposer has demonstrated limited Firm and/or staff ability to work effectively with Town staff, other Municipalities other consultants, regulators and other public agencies.

U = Proposer has demonstrated no Firm and/or staff ability to work effectively with Municipalities other consultants, regulators and other public agencies.

9. References - The references indicate that the projects were completed on schedule or with minimal, insignificant delays as demonstrated by work previously performed for the Town or similar work performed for others and documented by references.

HA = All of the Proposer's references indicate that the projects were completed on schedule or with minimal, insignificant delays.

A = only two (2) of the Proposer's references indicate that the projects were completed on schedule or with minimal, insignificant delays.

NA = only one (1) of the Proposer's references indicate that the projects were completed on schedule or with minimal, insignificant delays.

U = none of the Proposer's references indicate that the projects were completed on schedule or with minimal, insignificant delays.

## **VI. Selection Process**

1. In evaluating proposals, the Owner will initially review all proposals as to the quality requirements and minimum criteria. Submittals that comply with the quality requirements will be further evaluated based on the comparative criteria. Each proposal will be assigned a rating for each comparative criterion and a composite rating. Submittals failing to comply with one or more quality requirements shall be disqualified from further consideration.
2. A short list of finalists will be identified from the evaluation of the comparative criteria. The Owner will rank these finalists. Price proposals will then be considered. Based upon the ranked proposals, the Owner will negotiate a contract with the highest ranked finalist who



proposes a price within the Owner's budgeted amount. The Owner reserves the right to reject any and all proposals if such rejection is in its best interest. At the discretion of the Owner, interviews may be conducted.

3. During the evaluation and interview process, the Owner reserves the right to request additional information or clarification from any proposer, or to allow corrections of errors or omissions.

## **VII. General and Special Provisions**

1. All proposals, materials, drawings, plans, and other documents submitted in conjunction with the selection process shall become the property of the Owner and may be disposed of without notification and shall be considered public information and will be subject to disclosure in accordance with the Massachusetts Public Records Law.
2. The Designer selected shall be expected to comply with all applicable federal and state laws in the performance of services.
3. The consideration of all proposals and subsequent selection of the successful proposal shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or natural origin.
4. The Designer shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (Chapter 151B of the Massachusetts General Laws).
5. The provisions relating to nondiscrimination and affirmative action in employment shall follow through all contracts and subcontracts that the successful applicant may receive or award as a result of this contract.
6. The application, and any subsequent contract for services, shall be governed by applicable Massachusetts law.

## **VIII. RULE FOR AWARD**

The Owner will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration price and all evaluation criteria set forth in the RFP.

## **IX. BASIS OF COMPENSATION**

The contract awarded will be a fixed price contract.

**(Submit in a separate envelope, labeled "Price Proposal")**

Attach to this pricing sheet a complete rate structure including all hourly rates by discipline/position and any other associated charges included in the total lump fee. Also include a breakdown of the fee by task as outlined in the Request for Proposal.

The Designer's fee is subject to downward negotiation. The Designer will execute the Owner's contract document, a sample of which is attached to this RFP. The Owner will not pay for any additional work on this project without the prior written approval of the Awarding Authority.

**TASK 1.0      Project Administration and QA/QC**

We propose the following total lump sum price for the Task 1.0 services as specified in this Request for Proposal document for Task 1.0 as follows:

Lump	Sum	Fee
\$ _____		

**TASK 2.0      Field Investigations and Data Collection**

We propose the following total lump sum price for the Task 2.0 services as specified in this Request for Proposal document for Task 2.0 as follows:

Lump	Sum	Fee
\$ _____		

**TASK 3.0      Basis of Design (30% Design)**

We propose the following total lump sum price for the Task 3.0 services as specified in this Request for Proposal document for Task 3.0 as follows:

Lump	Sum	Fee
\$ _____		

**TASK 4.0      Permitting**

We propose the following total lump sum price for the Task 4.0 services as specified in this Request for Proposal document for Task 4.0 as follows:

Lump	Sum	Fee
\$ _____		

**TASK 5.0      Final Design**

We propose the following total lump sum price for the Task 5.0 services as specified in this Request for Proposal document for Task 5.0 as follows:

Lump Sum Fee  
\$ \_\_\_\_\_

**TASK 6.0      Meetings and Coordination**

We propose the following total lump sum price for the Task 6.0 services as specified in this Request for Proposal document for Task 6.0 as follows:

Lump Sum Fee  
\$ \_\_\_\_\_

**TASK 7.0      Bidding Services**

We propose the following total lump sum price for the Task 7.0 services as specified in this Request for Proposal document for Task 7.0 as follows:

Lump Sum Fee  
\$ \_\_\_\_\_

**TASK 8.0      Construction Administration and Resident Inspection Services**

We propose the following total lump sum price for the Task 8.0 services as specified in this Request for Proposal document for Task 8.0 as follows:

Lump Sum Fee  
\$ \_\_\_\_\_

**TOTAL PROPOSAL PRICE FOR PROJECT: \$ \_\_\_\_\_**

**No reimbursable expenses will be authorized and all expenses SHALL be included in the Proposal price.**

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Date:\_\_\_\_\_

## TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By:

---

Name, President

---

Date

---

FEIN:

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

---

Signature of person signing contract

---

Name of Business

**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF \_\_\_\_\_, MASSACHUSETTS  
AND  
\_\_\_\_\_  
FOR \_\_\_\_\_**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2016 between \_\_\_\_\_, a \_\_\_\_\_ [Massachusetts corporation, LLC, etc.] with a usual place of business at \_\_\_\_\_, hereinafter called the "ENGINEER," and the Town of \_\_\_\_\_, MA, acting by its Board of Selectmen, with a usual place of business at \_\_\_\_\_ Town Hall, \_\_\_\_\_ hereinafter called the "TOWN".

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1.     Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2.     Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$\_\_\_\_\_, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$\_\_\_\_\_ without the prior written consent of the TOWN.

3.     Commencement and Completion of Work

A.     This Agreement shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated sooner in accordance with this Agreement.

B.     Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4.     Performance of the Work

The ENGINEER shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the



Agreement or any cause of action arising out of the performance of the Agreement.

- B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.
- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.

- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$2,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

\_\_\_\_\_:

TOWN OF \_\_\_\_\_:

By:

By:

Name:

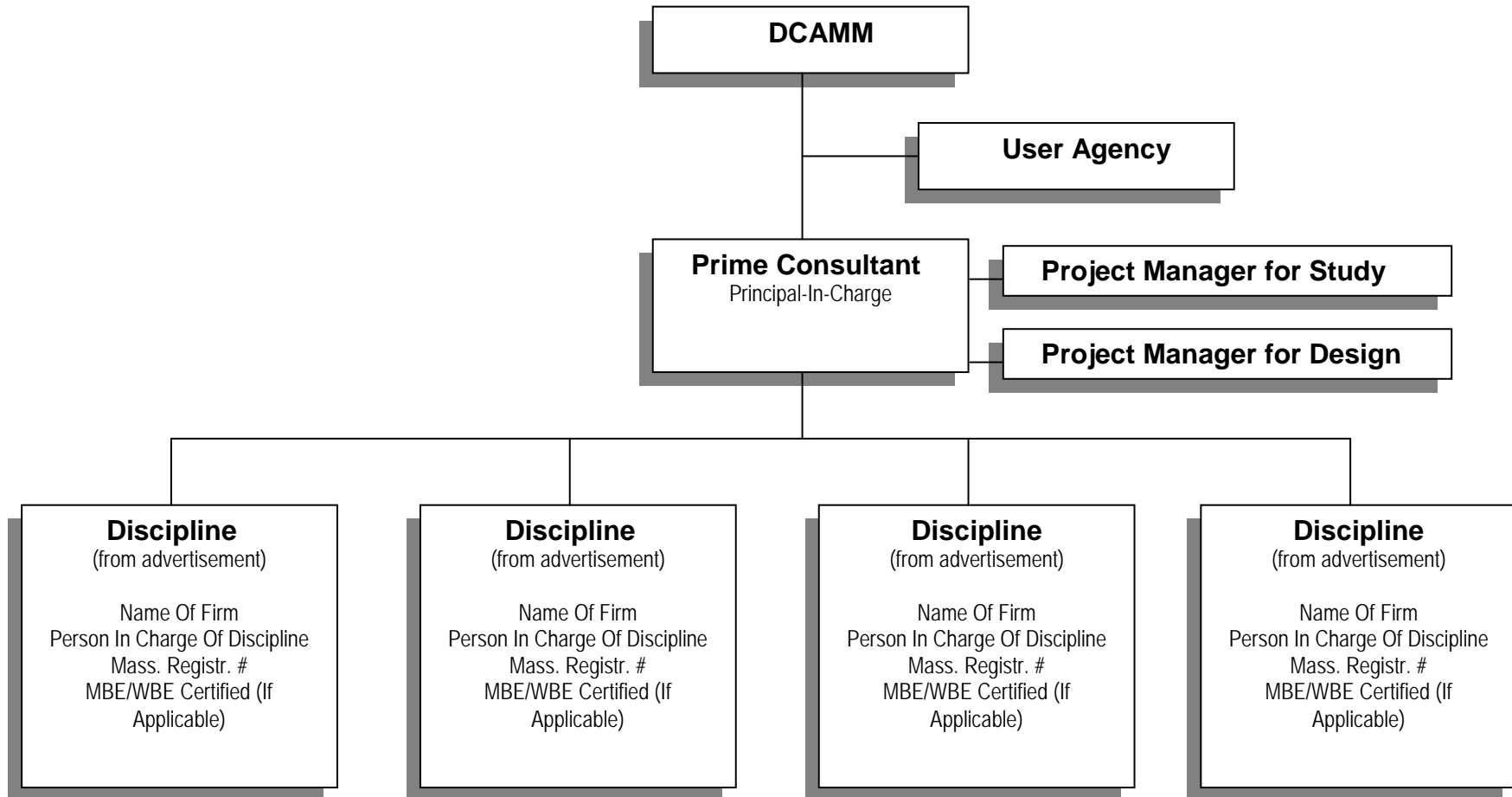
\_\_\_\_\_  
Type or Print

Title:

---

<b>Commonwealth of Massachusetts DSB Application Form (Updated May 2014)</b>	1. Project Name/Location for Which Firm is Filing:		2a. DSB #                      Item #								
	2b. Mass. State Project #										
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3e. Name Of Proposed Project Manager:  For Study:        (if applicable) For Design:      (if applicable)									
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:									
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:									
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):   Email Address: Telephone No:                      Fax No.:		3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>									
4. <b>Personnel From Prime Firm Included In Question #3a Above</b> By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):											
Admin. Personnel	_____	(    )	Ecologists	_____	(    )	Licensed Site Profs.	_____	(    )	Other	_____	(    )
Architects	_____	(    )	Electrical Engrs.	_____	(    )	Mechanical Engrs.	_____	(    )	_____	_____	(    )
Acoustical Engrs.	_____	(    )	Environmental Engrs.	_____	(    )	Planners: Urban./Reg.	_____	(    )	_____	_____	(    )
Civil Engrs.	_____	(    )	Fire Protection Engrs.	_____	(    )	Specification Writers	_____	(    )	_____	_____	(    )
Code Specialists	_____	(    )	Geotech. Engrs.	_____	(    )	Structural Engrs.	_____	(    )	_____	_____	(    )
Construction Inspectors	_____	(    )	Industrial Hygienists	_____	(    )	Surveyors	_____	(    )	_____	_____	(    )
Cost Estimators	_____	(    )	Interior Designers	_____	(    )	_____	_____	(    )	_____	_____	(    )
Drafters	_____	(    )	Landscape Architects	_____	(    )	_____	_____	(    )	Total	_____	(    )
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No											

6. List **ONLY** Those Prime and Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm and Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number:
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project
h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):



8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <b><u>ONLY</u></b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The DSB Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs(Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible.
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C. *	Project Name, Location and Principal-In-Charge:	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, or Estimated if Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			

\* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <b><u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE APPLICATION EVALUATION - PROJECT EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u></b>																																							
<b>Be specific – No Boiler Plate</b>																																								
11.	Professional Liability Insurance: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>								Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
Name of Company	Aggregate Amount	Policy Number	Expiration Date																																					
12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer <b>YES</b> or <b>NO</b> . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).																																							
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <table style="width: 100%; margin-top: 10px;"> <tr> <th style="width: 15%;">Name</th> <th style="width: 15%;">Title</th> <th style="width: 15%;">MA Reg #</th> <th style="width: 15%;">Status/Discipline</th> <th style="width: 15%;">Name</th> <th style="width: 15%;">Title</th> <th style="width: 15%;">MA Reg #</th> <th style="width: 15%;">Status/Discipline</th> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td><td></td> </tr> </table>								Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline																																	
a.				d.																																				
b.				e.																																				
c.				f.																																				
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; margin-top: 10px;"> <tr> <th style="width: 15%;">Name</th> <th style="width: 15%;">Title</th> <th style="width: 15%;">MA Reg #</th> <th style="width: 15%;">Status/Discipline</th> <th style="width: 15%;">Name</th> <th style="width: 15%;">Title</th> <th style="width: 15%;">MA Reg #</th> <th style="width: 15%;">Status/Discipline</th> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td><td></td> </tr> </table>								Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline																																	
a.				d.																																				
b.				e.																																				
c.				f.																																				
15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; margin-top: 10px;"> <tr> <th style="width: 20%;">Name and Title</th> <th style="width: 15%;">% Ownership</th> <th style="width: 15%;">MA Reg.#</th> <th style="width: 15%;">Status/Discipline</th> <th style="width: 20%;">Name and Title</th> <th style="width: 15%;">% Ownership</th> <th style="width: 15%;">MA Reg.#</th> <th style="width: 15%;">Status/Discipline</th> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td><td></td> </tr> </table>								Name and Title	% Ownership	MA Reg.#	Status/Discipline	Name and Title	% Ownership	MA Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
Name and Title	% Ownership	MA Reg.#	Status/Discipline	Name and Title	% Ownership	MA Reg.#	Status/Discipline																																	
a.				d.																																				
b.				e.																																				
c.				f.																																				
16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.																																							
Submitted By (Signature) _____ Printed Name and Title _____ Date _____																																								

**The following forms MUST be attached to only ONE (ORIGINAL Copy) application: 1. SDO Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.**

DSB S-CA	Commonwealth of Massachusetts Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT
-------------	---

Project: \_\_\_\_\_

Applicant Designer: \_\_\_\_\_

Sub-consultant: \_\_\_\_\_

### SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

\_\_\_\_\_  
Signature of Sub-Consultant Duly Authorized Representative

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

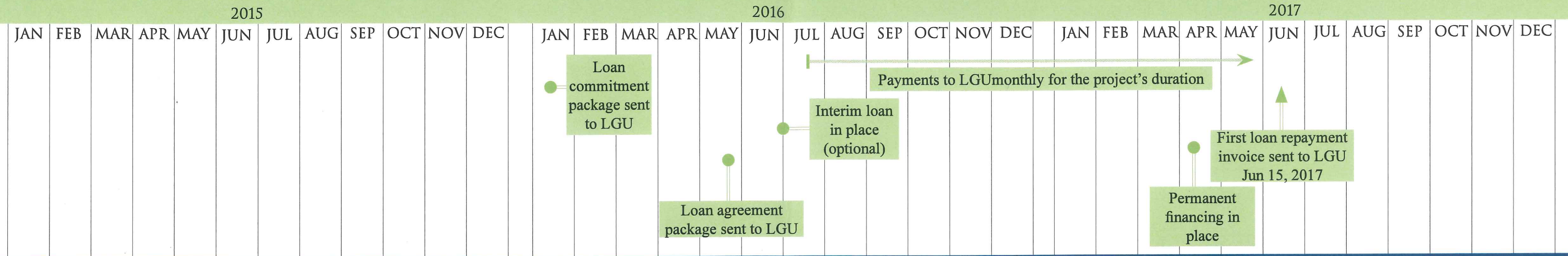
**It is a requirement that all applicants supply this document signed, attached to the Original application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. Electronic signatures are accepted.**

Project Duration →  
Deadline Dates →  
Flexible Dates —●

# STATE REVOLVING FUND

## TYPICAL 2015 INTENDED USE PLAN (IUP) PROJECT TIMELINE

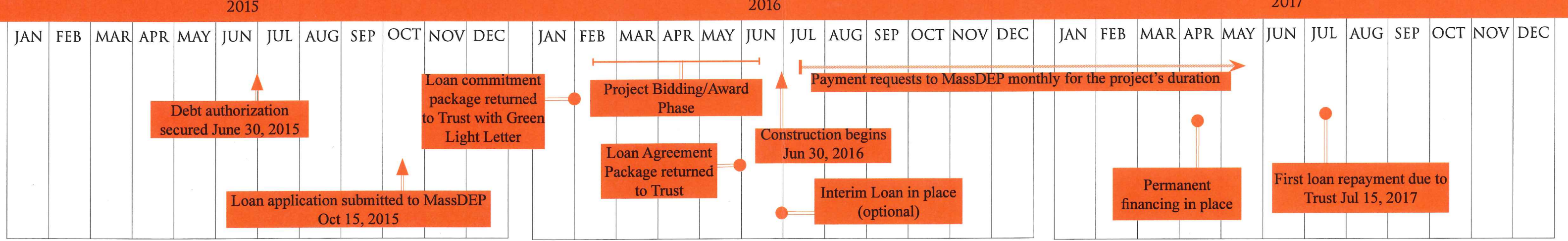
### MASSACHUSETTS WATER POLLUTION ABATEMENT TRUST (MWPAT)



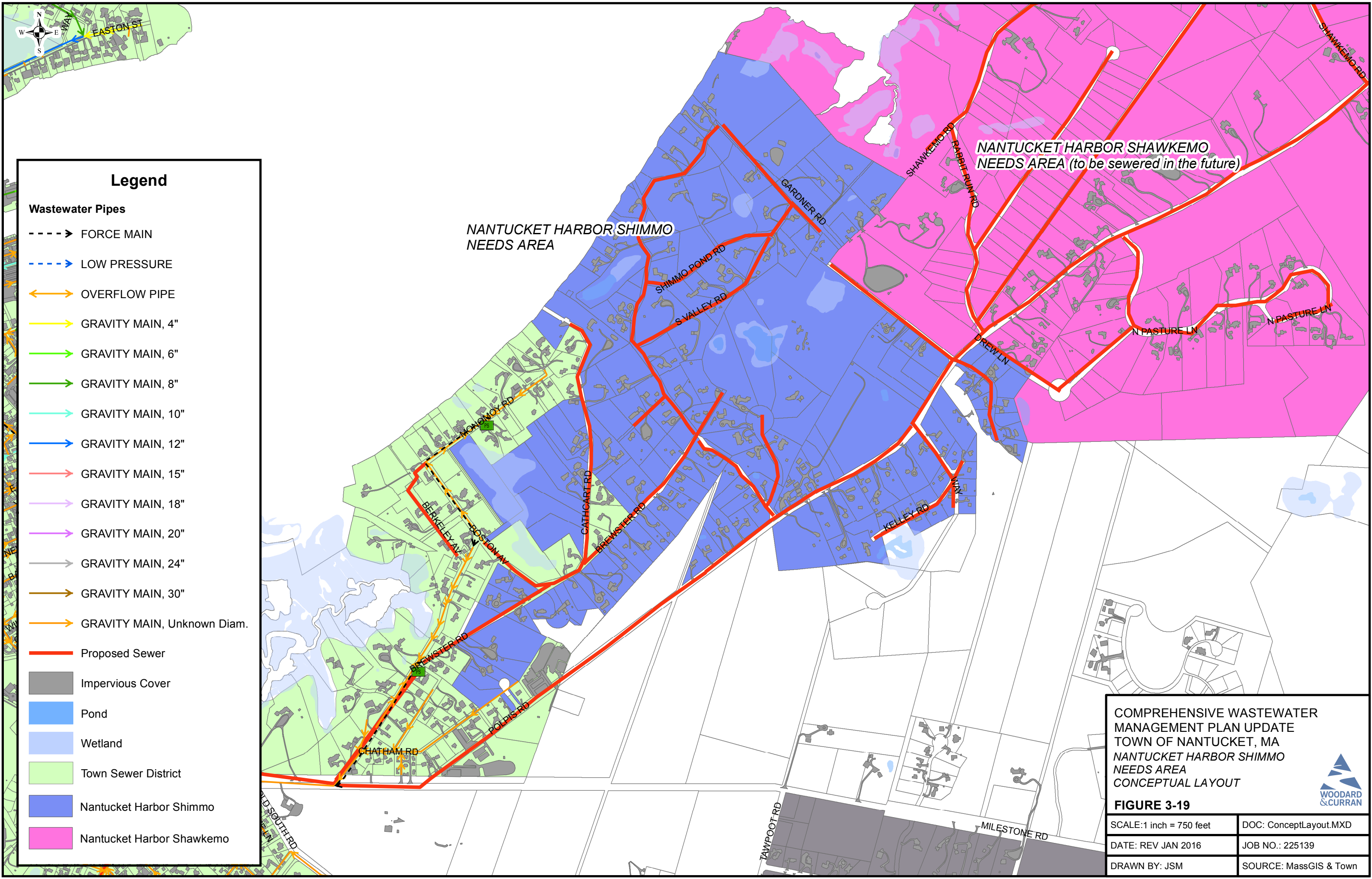
### MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION (MASSDEP)



### COMMUNITY/LOCAL GOVERNMENTAL UNIT (LGU)







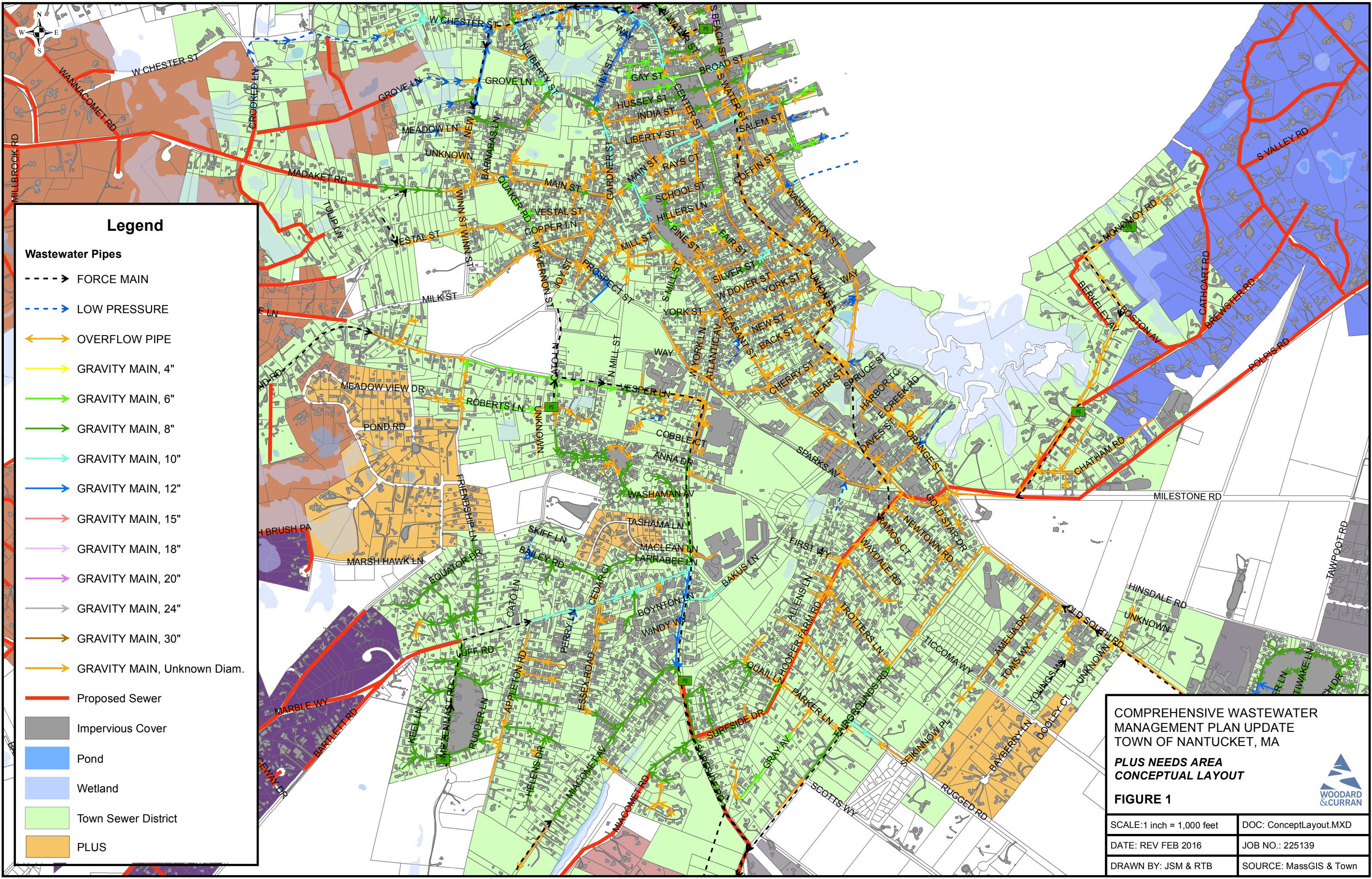
COMPREHENSIVE WASTEWATER  
MANAGEMENT PLAN UPDATE  
TOWN OF NANTUCKET, MA  
NANTUCKET HARBOR SHIMMO  
NEEDS AREA  
CONCEPTUAL LAYOUT

**FIGURE 3-19**

SCALE: 1 inch = 750 feet	DOC: ConceptLayout.MXD
DATE: REV JAN 2016	JOB NO.: 225139
DRAWN BY: JSM	SOURCE: MassGIS & Town

WOODARD & CURRAN





COMPREHENSIVE WASTEWATER  
MANAGEMENT PLAN UPDATE  
TOWN OF NANTUCKET, MA


**PLUS NEEDS AREA  
CONCEPTUAL LAYOUT**

**FIGURE 1**

SCALE: 1 inch = 1,000 feet      DOC: ConceptLayout.MXD

DATE: REV FEB 2016      JOB NO.: 225139

DRAWN BY: JSM & RTB      SOURCE: MassGIS & Town



WOODARD  
& CURRAN